

REMARKS

The Office examined claims 1-3 and 5-13 and rejected same, asserting that the amendment made in the previous paper filed by applicant introduced new subject matter. With this paper, reconsideration is requested.

Correction of disclosure and note on original claim 4

With this paper, the disclosure is changed to correct for inadvertently using the term "authorization code" when the term "authentication code" should have been used. Applicant respectfully directs the Examiner to the paragraph beginning at page 4, line 4, as filed, which provides:

If the consumer elects to purchase access to information from the vendor, the consumer exercises the start session link. Then the bank returns to the consumer an end session address ... and an authentication code. At the same time, the bank can provide to the vendor the consumer authentication code and the consumer address, and notes the time of the exercise of the start session link to begin charging the consumer. In some applications, the bank provides this information to the vendor directly. In other applications, however, the bank redirects the consumer's computer so that it links to the vendor and in so linking passes to the vendor the consumer authorization code and consumer address as parameters of the link process.

Applicant respectfully submits that it is plain to see that the "authorization code" is the "authentication code," and not something different, since there is otherwise first, no antecedent basis for "the consumer authorization code," and second, the last sentence in the paragraph must be read as indicating that "this information," i.e. the authentication code and consumer address, may also be provided indirectly, by redirection.

Originally filed claim 4 included this same inadvertence, and applicant respectfully submits that where original claim 4 recites

"the authorization code," claim 4 should have instead recited "the authentication code."

Rejections under 35 USC section 112, first paragraph

At page 2, the Office rejects claims 1-3 and 5-13 under 35 USC Section 112, first paragraph, for introducing new matter by the amendment made in the paper filed previous to this response. In that amendment, applicant added the following limitation to the independent claims:

wherein the third party passes to the vendor a consumer authentication code and consumer address by providing the consumer authentication code and consumer address as a parameter of the start-session link.¹ [Emphasis added for comparison with old claim 4 limitation, reproduced below.]

Applicant did this because although applicant believed and continues to believe that the claims before adding the above limitation patentably distinguished over the applied art, the Examiner stated in a telephone interview on 19 June 2007, and in a telephone conversation again on 12 October 2007, that if the limitations of "claim 4" were added to the independent claims, the claims would be distinguished from the teachings of the art applied in the final Office action mailed 30 May 2007.

Claim 4 (now canceled), depended from claim 2, and recited:

wherein the third party redirects the consumer to link to the vendor and in so linking passes to the vendor the consumer authorization code and consumer address as parameters of the link.

¹ As one skilled in the art would understand, by a user "exercising" (e.g. clicking on) a link (i.e. what is sometimes called a "hyperlink"), the computer (hosting a browser that displays the link) is redirected to an address on the Internet given by the link. The computer is then in communication with a computer at the link address, and can provide information to the computer at the link address as parameters of the link, because of the protocol by which computers communicate over the Internet.

As pointed out above, the recitation of "authorization code" instead of "authentication code" was inadvertent. The antecedent basis for "the link" is found in claim 2, which provides at step (f) that:

... if the consumer exercises the link to the start session address, having the third party provide to the vendor the consumer authentication code and the consumer address, and begin billing the consumer beginning when the consumer exercised the start session link.

Thus, it is clear from claim 2 that "the link" referred to in claim 4 is a link to the start session address, or as recited in claim 1, the "start-session link." See also page 4, beginning line 15 (as amended here to correct "authorization code" to "authentication code"), which explains that:

the bank redirects the consumer's computer so that it links to the vendor and in so linking passes to the vendor the consumer authentication code and consumer address as parameters of the link process.

The "bank" is described at page 2, line 30, as a "third party."

It is therefore respectfully submitted that support for the limitation added to claim 1 is provided by previous claim 4 (with the understanding that original claim 4 should have recited "the authentication code" instead of "the authorization code"), as informed by existing claim 2. As the claims are part of the specification, applicant respectfully submits that the specification supports the changes made to claim 1.

The changes made to claim 1 are also supported by the body of the disclosure, such as for example in the paragraph beginning at page 4, line 4, which provides, as amended here to correct the inadvertence mentioned above (authorization code instead of authentication code):

If the consumer elects to purchase access to information from the vendor, the consumer exercises the start session link. Then the bank returns to the consumer an

end session address ... and an authentication code. At the same time, the bank can provide to the vendor the consumer authentication code and the consumer address, and notes the time of the exercise of the start session link to begin charging the consumer. In some applications, the bank provides this information to the vendor directly. In other applications, however, the bank redirects the consumer's computer so that it links to the vendor and in so linking passes to the vendor the consumer authentication code and consumer address as parameters of the link process. [Emphasis added.]

Note that "the link" at the end of the paragraph clearly refers to "the start session link" recited at the beginning of the paragraph. See also page 2, lines 29-31, which explains that the "bank" is a "third party":

... including a third party, called here a bank, to mediate between the consumer and the information vendor ... [Emphasis added.]

Thus, the body of the specification provides support for a limitation to the effect that the third party passes to the vendor the consumer authentication code and consumer address as parameters of the start session link that redirects the consumer's computer to the vendor.

The added limitation is:

wherein the third party passes to the vendor a consumer authentication code and consumer address by providing the consumer authentication code and consumer address as a parameter of the start-session link.

Applicant respectfully submits that it is evident from the above that the added limitation includes no subject matter not fairly disclosed at page 4 and page 2 of the specification.

It should be understood that the consumer authentication code and consumer address are really *indirectly* provided to the vendor because of being provided as parameters of the start-session link, which end up at the vendor only because the consumer exercises the start-session link. It might also be said that the consumer, by

exercising the start-session link directly passes to the vendor the authentication code and consumer address. However, since it is the third party that actually provides the code and address, whereas the consumer merely exercises the link including these as parameters, applicant believes it is preferable to view this process of redirection as one in which the third party provides the code and address (albeit indirectly).

The limitations added to claim 2 by the previous paper are slightly changed by this paper to even more evidently correspond to the limitations of original claim 4.

The limitation added to claim 5 by the previous paper is also changed slightly to be more clearly supported by original claim 4.

Finally, the limitation added to claim 10 by the previous paper is believed supported by original claim 4 for the reasons given above in respect to claim 1. The limitation added to claim 10 by the previous paper is:

wherein the third-party provides a consumer authentication code and consumer address as parameters of the start-session link so that if the consumer exercises the start-session link the vendor receives the consumer authentication code and consumer address as parameters of the link.

Applicant respectfully points out that the "so that" portion of this limitation is an inherent and automatic consequence of the third party having provided the code and address as parameters of the start-session link, as one skilled in the art of browser protocol would understand. Thus, the addition to claim 10 made in the previous paper merely further limits claim 10 by requiring that the third-party provide a consumer authentication code and consumer address as parameters of the start-session link, which is clearly supported by the paragraph of the disclosure beginning at page 4, line 4.

As to claim 13, the limitation added by the previous paper is the same as that added to claim 10, i.e. [the third party] passing to the vendor a consumer authentication code and consumer address as parameters of the start-session link. Thus, claim 13 is believed supported for the same reasons as claim 10.

Accordingly, applicant respectfully requests that the rejections under 35 USC §112, first paragraph, be reconsidered and withdrawn.

Respectfully submitted,

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